
Judge/Executive Darrell L. Link presented the Grant County Jailer's budget for the 2014-2015 Fiscal Year. There will be no action taken as the Judge/Executive will incorporate this budget into the overall budget. This is a statutory requirement of the jailer to present a budget by the first meeting in April. Judge Link stated that this budget will probably undergo some changes before it is finalized.

		PROJECT
03-5101	PERSONNEL	
03-5101-101	Jailers Salary	\$ 87,997
03-5101-123	Jail Personnel	\$ 1,375,635
03-5101-123a	SAP personnel	\$ 80,560
	Total Personnel:	\$ 1,544,192
03-5101	OPERATING EXPENSES	
03-5101-333	Maintenance Agreements	\$ 35,000
03-5101-334	Building Repairs	\$ 5,500
03-5101-336	Equipment Repairs	\$ 25,000
03-5101-346	Pest Control	\$ 1,000
03-5101-348	SAP	\$ 10,020
03-5101-364	Rental Equipment	\$ 1,000
03-5101-366	Solid Waste Pickup	\$ 7,000
03-5101-382	Drug Testing	\$ 30,000
03-5101-386	Medical Contracts	\$ 522,000
03-5101-406	Building Materials and Supplies	\$ 7,500
03-5101-408	Ground Maintenance Supplies	\$ 500
03-5101-411	Custodial Supplies	\$ 20,000
03-5101-425	Food Service Contract	\$ 342,000
03-5101-437	Linens	\$ 7,000
03-5101-445	Office Supplies	\$ 15,000
03-5101-453	Prisoner Hygiene	\$ 28,500
03-5101-455	Petroleum Products, Gas, Oil, Etc.	\$ 12,000
03-5101-465	Prisoner Clothing	\$ 4,500
03-5101-481	Staff Uniforms	\$ 7,000
03-5101-512	Electrical Maintenance & Repairs	\$ 2,500
03-5101-516	Heating & Air Condition. Maint. & Reps.	\$ 8,000
03-5101-535	Vehicle Insurance	\$ 8,000
03-5101-547	Medical Claims-Hepatitis B Shots	\$ 500
03-5101-573	Telephone	\$ 8,000
03-5101-576	Staff Travel	\$ 1,500
03-5101-578	Utilities	\$ 250,000
03-5101-583	Natural Gas	\$ 35,000
03-5101-587	Plumbing Maintenance and Repairs	\$ 7,500
03-5101-592	Vehicle Repairs	\$ 8,000
03-5101-599	Miscellaneous Expenses	\$ 1,000
03-5101-703	Communication Devices	\$ 3,000
03-5101-705	Data Processing Equipment	\$ 4,000
	Total Operating Expenses:	\$ 1,417,520
03-5101	EQUIPMENT	
03-5101-717	Law Enforcement Equip	\$ 2,500
03-5101-739	Other Equipment	\$ 3,000
	Total Equipment:	\$ 5,500
	Subtotal for 5000:	
03-7700	LEASE	
03-7700-602	Principal	\$ 400,000
03-7700-606	Interest	\$ 90,545
	Subtotal for 7700:	\$ 490,545

03-9100	ADMINISTRATION	
03-9100-212	HB 810-Training	\$ 3,000
03-9100-525	Building Insurance	\$ 20,000
03-9100-529	Liability Insurance	\$ 51,000
03-9100-551	Association Dues	\$ 2,000
03-9100-569	Staff Training, Registrations, Conf., Meals, Etc.	\$ 12,500
03-9200-999	Reserve for Transfers	\$ 25,000
03-9400-201	Social Security	\$ 118,000
03-9400-202	Retirement	\$ 231,200
03-9400-203	Employee Insurance	\$ 275,000
03-9400-208	Unemployment Insurance	\$ 18,000
03-9400-209	Worker's Compensation	\$ 65,400
03-9400-299	Education	\$ 2,500
	Subtotal for 9000:	\$ 823,600
	TOTAL JAIL FUND Expenditures	\$ 4,281,357
4543	57. Rent Sheriff Office	\$ 50,000
4533	58. Jail Allotment	\$ 36,536
4534	59. Medical Allotment	\$ 3,000
4535	60. HB452: Court Cost Jail OP	\$ 10,600
4536	61. Contracts w/countys	\$ 60,000
4537	62. State Prisoner	\$ 3,240,000
4537a	63. SAP	\$ 131,400
4538	64. DUI Fees	\$ 1,000
4559	65. Soc Sec Incentive	\$ 12,000
4567	66. HB413: Court Cost Jail	\$ 10,000
4569	HB463 Local	\$ 31,000
4618	67. Work Release Pr.	\$ 2,500
4624	68. Home Incarceration	
4633	69. Bond Fees	\$ 500
4634	70. SB 332: Housing/Booking	\$ 25,000
4699	71. Drug Test	\$ 35,000
4702	72. Pay Phone Comm.	\$ 125,000
4727A	73. Med. Reimbursements	\$ 12,000
4727B	74. Reimbursement	\$ 10,000
4731	75. Miscellaneous	\$ 3,000
4733	76. Ins. Reimbursement	\$ -
4799	77. Transports	\$ 1,000
4806	78. Int. Chk.Account	\$ 500
	TOTAL JAIL FUND Revenue	\$ 3,800,036
	TRANSFER IN	\$ (481,321)

Judge/Executive Darrell L. Link presented for review and a motion to approve the Host Agreement between Republic Services of Kentucky, LLC, d/b/a Epperson Waste Disposal and Republic Services, Inc. and the County of Grant, and to grant Judge/Executive Darrell L. Link permission to sign the agreement.

Motion of Wanda Hammons, seconded by Richard Austin to approve the Host Agreement between Republic Services of Kentucky, LLC, d/b/a Epperson Waste Disposal and Republic Services, and the County of Grant and to grant Judge/Executive Darrell L. Link permission to sign the agreement.

The following votes were taken: Richard Austin, Magistrate 1st District, votes, yes; Wanda Hammons, Magistrate 2nd District, votes, yes; Bobby Young, Magistrate 3rd District, Absent; and Hon. Darrell Link, County Judge/Executive, votes yes.

HOST AGREEMENT

By and Between

Grant County, Kentucky

and

**Republic Services of Kentucky, LLC
d/b/a Epperson Waste Disposal**

and

Republic Services, Inc.

May 1, 2014

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Schedules

Schedule 1:	Reversion Agreement
Schedule 2:	Copies of County Ordinances, etc.
Schedule 3:	Service Area
Schedule 4:	Guaranty Agreement

HOST AGREEMENT

THIS HOST AGREEMENT is made and entered into this 1st day of May, 2014 , by and between Republic Services of Kentucky, LLC, a Kentucky limited liability company d/b/a Epperson Waste Disposal, with a mailing address of P.O. Box 117, 2360 Cynthiana St., Williamstown, Ky. 41097 ("Epperson") and Republic Services Inc., a Delaware Corporation, with a mailing address of Republic Services, Inc. 18500 N. Allied Way, Phoenix AZ 85054 , ("Republic") and Grant County Kentucky, a political subdivision of the Commonwealth of Kentucky, with a mailing address of Grant County Courthouse, 101 North Main St. Williamstown, Kentucky 41097 (the "County").

RECITALS

WHEREAS, Epperson owns and operates a solid waste disposal facility in Grant County, which is authorized by the Kentucky Natural Resources and Environmental Protection Cabinet to dispose of solid waste pursuant to Permit #041-00004 (the "Landfill").

WHEREAS, the County and Epperson entered into a host agreement on August 1, 1991, under which agreement the parties operated and continued to operate until October 31, 1993.

WHEREAS, the County and Epperson entered into a new host agreement on October 29, 1993, under which agreement the parties operated and continued to operate until September 19, 1996.

WHEREAS, the County and Epperson entered into a new host agreement on September 19, 1996, under which agreement the parties operated and continued to operate until April 1, 2004.

WHEREAS, the County and Epperson entered into a new host agreement on April 1, 2004, under which agreement the parties have operated from that time to the present.

WHEREAS, Epperson and the County wish to enter into this Host Agreement for the following purposes:

- (1) To assure the County that the Landfill will have disposal capacity for Grant County's needs;
- (2) To define the area which the Landfill will serve;
- (3) To establish a host county fee to be paid to the County by Epperson and the basis upon which said fee shall be paid;
- (4) To assure that solid waste generated in or transported to Grant County is

responsibly managed and disposed;

(5) To assure that land disposal of solid waste is properly managed;

(6) To minimize the risk of both short and long-term contamination of the air, land and water resources of Grant County, Kentucky and to assure the provision of funded assurances for the remediation of any environmental problems that occur in the active life of the facility and during the closure and post-closure care periods;

(7) For all other lawful purposes addressed herein;

NOW THEREFORE, for mutual consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions

Each of the following terms used in this Agreement, unless otherwise expressly defined, shall have the meaning set forth below:

1.01 "Affiliate" shall mean any division, subsidiary, parent or legal entity owned or controlled by Epperson or Republic.

1.02 "Agreement" shall mean this Host Agreement.

1.03 "Cabinet" shall mean the Kentucky Energy and Environment Cabinet (formerly the Natural Resources and Environmental Protection Cabinet) and any successor agency or agencies.

1.04 "Commercial ADC" shall mean material including, but not limited to Short Paper Fiber, Auto Fluff and other materials that are available in large quantities and are usually, but not always, a byproduct of commercial, industrial or manufacturing processes.

1.05 "Commercial Hauler" shall mean a Person who collects, transports or disposes of waste for a fee.

1.06 "Contract Year" shall mean a period of time commencing on May 1 and ceasing on April 30 for any single year within the term of this agreement.

1.07 "County" shall mean Grant County and any political subdivisions thereof.

1.08 "Effective Date" shall mean May 1, 2014.

1.09 "Fiscal Court" shall mean the Grant County Fiscal Court.

1.10 "Force Majeure" shall mean any act, event or condition reasonably relied upon by Epperson or the County as justification for delay in or excuse from performing or complying with any obligation, duty or agreement required of Epperson or the County under this Agreement, which act, event or condition is beyond the reasonable control of Epperson or the County, including, without limitation, an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; interference by third parties with any operations or duties of the parties; war, riot, blockade or restraint of government and people; civil disturbance or disobedience, sabotage or similar occurrence; strike, work slowdown or similar labor action; the order or judgment or other act of any federal, state, county or other court, administrative agency or governmental office or body; the denial, loss, suspension, termination or failure to renew any permit, license or other governmental approval which does not result from any act or omission of the party asserting Force Majeure; and the institution of a legal or administrative action or similar proceeding by any individual, agency or other entity which delays or prevents operation of the Landfill which does not result from any negligent or willful act or omission of Epperson. In no event shall unavailability of funds be considered Force Majeure.

1.11 "Governing Body" shall mean the Grant County 109 Board, or such other entity that is established as the Governing Body pursuant to KRS Chapter 224, applicable regulations, and the Grant County Solid Waste Management Plan.

1.12 "Grant County Waste" shall mean any Solid Waste generated in Grant County.

1.13 "Hazardous Waste" shall mean hazardous waste as defined in KRS 224.01-010 (31) (b).

1.14 "Landfill" shall mean the contained landfill that is described and identified in Permit No.041-00004 as issued by the Cabinet upon an application by Epperson.

1.15 "Municipal Solid Waste" shall mean municipal solid waste as defined in KRS 224.01-010(31)(a)(4).

1.16 "Naturally Occurring Radioactive Material" or "NORM" shall mean naturally occurring radioactive material as defined in KRS 211.862(8).

1.17 "Nuclear Waste" shall mean source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

1.18 "109 Board" shall mean the Grant County 109 Board as created pursuant to the provisions of KRS Chapter 109, and empowered to manage all solid waste activities within Grant County by the Grant County Code of Ordinances Title V Chapter 50.

1.19 "Person" shall mean person as defined in KRS 224.01-010(17).

1.20 "Records" shall mean any and all paper or electronic documents, correspondence, permit requests, permits, licenses, statements, personnel forms or anything required to be filed with the Cabinet, or required by the Cabinet to be maintained by the Landfill or Epperson.

1.21 "Residential Waste" shall mean only non-hazardous waste generated by residents of Grant County at households located in Grant County, and specifically excludes waste generated by business or industry in Grant County or by any Person not a resident of Grant County.

1.22 "Reversion Agreement" shall mean the agreement attached as Schedule 3.

1.23 "Soil ADC" shall mean contaminated soils that are approved for and utilized as daily cover by the Landfill.

1.24 "Solid Waste" shall mean solid waste as defined in KRS 224.01-010(31)(a).

1.25 "Solid Waste Coordinator" shall mean the Grant County Solid Waste Coordinator.

1.26 "Solid Waste Management Plan" or "Plan" shall mean the solid waste management plan developed by the 109 Board pursuant to KRS 224.43-345 and any other applicable law, and approved by the Cabinet.

1.27 "Term" shall mean the term of this Agreement as set forth in Section 13.

1.28 "Untreated Medical Waste" shall mean medical waste that has not been rendered noninfectious in accordance with prevailing public health standards and practices.

2. Representations

2.01 Representations of Republic. Republic represents and warrants that:

(a) Republic is a Delaware corporation duly organized and in good standing;

(b) Republic has full power and authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof have all the required approvals and will not violate any judgment, order, law or regulation applicable to Republic; and

(c) This Agreement has been duly authorized, executed and delivered by Republic and constitutes a legal, valid and binding obligation of Republic, enforceable in accordance with its terms.

2.02 Representations of Republic Services of Kentucky, LLC. Republic Services of Kentucky, LLC represents and warrants that:

(a) Republic Services of Kentucky, LLC is a Kentucky Corporation duly organized and in good standing.

(b) Republic Services of Kentucky, LLC has full power and authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof have all the required approvals and will not violate any judgment, order, law or regulation applicable to Republic Services of Kentucky, LLC or Republic Services of Kentucky LLC's bylaws.

(c) This Agreement has been duly authorized, executed and delivered by Republic Services of Kentucky, LLC and constitutes a legal, valid and binding obligation of Republic Services of Kentucky, LLC, enforceable in accordance with its terms.

2.03 Representations of the County. The County represents and warrants as follows:

(a) The County is a political subdivision duly organized and existing in good standing under the laws of Kentucky. The Grant County Fiscal Court is the legislative body and along with the 109 Board is responsible for solid waste management in the County.

(b) The County, the 109 Board and the Fiscal Court have full power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof have all required approvals and will not violate any judgment, order, law or regulation applicable to the County.

(c) This Agreement has been duly authorized, executed and delivered by the County, the 109 Board and Fiscal Court, was not executed under duress, and constitutes a legal, valid, binding obligation of the County, enforceable in accordance with its provisions; and

(d) Other than as set forth on Schedule 4, there are currently no ordinances, regulations or other laws enacted by the Fiscal Court or adopted by the 109 Board pertaining directly to solid waste management in the County. The above notwithstanding, nothing contained in this Agreement shall prevent the 109 Board or the Fiscal Court from adopting or enacting regulations or ordinances pertaining to solid waste management in the future.

3. Capacity Assurance

3.01 Beginning as of July 1, 1992, Epperson shall make available in the Landfill forty (40) years disposal capacity for all Municipal Solid Waste generated within Grant County, which shall constitute compliance with the provisions of KRS 224.43-345 (1) (l) and (m).

3.02 If Epperson is unable or unwilling to dispose in the Landfill of all Municipal Solid Waste generated in Grant County, Epperson shall provide for the disposal of all Municipal Solid Waste generated in the County at another permitted disposal facility. The cost for disposal of Municipal Solid Waste generated in the County at another facility, including any costs for additional transportation to or disposal at another facility, shall be paid by Epperson, to the extent such costs exceed the cost, including transportation, for disposal at the Landfill.

4. Service Area

Beginning on the Effective Date, Epperson shall not accept Solid Waste generated outside the shaded area depicted on the map appended hereto as Schedule 5.

5. License Fee

5.01 Beginning on the Effective Date, Epperson shall pay the County a host fee for each ton of Solid Waste, excluding Grant County Waste that is disposed of at the Landfill according to the following schedule.

1. May 1, 2014 to April 30, 2015 the fee is \$0.92 per ton.
2. May 1, 2014 to April 30, 2016 the fee is \$1.10 per ton.
3. May 1, 2016 till end of contract the fee is \$1.20 per ton.

5.02 Beginning on the Effective Date, Epperson shall pay the County the standard host fee, as detailed in ¶5.01 above for each ton of Commercial ADC used as cover material in the Landfill.

5.03 Beginning on the Effective Date, Epperson shall, in lieu of the amount set forth in Sections 5.01 and 5.02, pay the County a host fee of \$0.25 for each ton Soil ADC, used as cover material in the Landfill. Any Soil ADC received and is buried within the Landfill without being used as an ADC will be subject to the full host fees as outlined in section 5.01. Soil ADC in excess of 10,000 tons in any Contract Year shall be subject to the payment of the full host fees outlined in section 5.01. In the event that the 10,000 ton limit is exceeded as a result of excess Soil ADC coming from a small business location, Epperson shall have the opportunity to request a waiver of the additional host fees called for in this section and outlined in section 5.01 from the Grant County 109 Board

5.04 Payments shall be made monthly and no later than thirty (30) calendar days after the close of the month. Epperson shall pay interest on any late payment at the rate of one percent (1%) per month.

5.05 The fees set forth in this section shall be the exclusive fees required to be paid to the County by Epperson, and shall be in lieu of any fees which the County is authorized to collect or assess, under KRS 68.178, or otherwise. The County agrees not to increase the fees set forth in this section, nor assess or impose any further taxes or fees of any kind on Epperson or the Landfill, except such taxes or fees that may be generally and broadly imposed in the County and are not specific to Epperson or the Landfill or any fees or taxes which may be mandated by the State.

6. Tonnage Limitation

During any Contract Year, Epperson shall not accept for disposal at the Landfill more than 575,000 tons of Municipal Solid Waste unless (i) it is necessary for Epperson to accept Municipal Solid Waste generated within the Service Area and diverted from another facility (located within the Service Area as defined in Section 4) as a result of an event of Force Majeure at the other facility, as listed in Section 1.12, which is legitimately not within the control of Republic or its Affiliates in which event Epperson may only exceed 575,000 tons by the amount of such diversion; or (ii) Epperson obtains the written consent of the County. In no event shall Epperson be permitted to exceed the tonnage cap herein for financial reasons or to accept diverted waste from a landfill located in a county with which Epperson, Republic or its Affiliates are involved in the negotiation of any agreement or an expansion.

7. Discretion and Non-Exclusivity

7.01 This Agreement is not exclusive, and nothing contained herein shall limit, restrict or prohibit the Fiscal Court or the 109 Board from entering into agreements with other parties concerning the subject matter of this Agreement or the development of other solid waste disposal facilities.

7.02 The County reserves the capability to review the technical design and standards for construction and operation of the landfill, and to comment or challenge the permit applications in order to assure that the design meets appropriate standards.

8. Solid Waste Management Plan

8.01 Beginning on the Effective Date, the County agrees to make and submit to the Cabinet all necessary plans and determinations excluding changes to the Authorized Tonnage Capacity required of it by the State to insure that the Landfill is continually operated according to law. The parties agree to cooperate in all filings necessary to document or continue compliance with the Solid Waste Management Plan of the County. Nothing in this section shall relieve Epperson of its primary obligation to operate the landfill in accordance with all applicable laws and regulations.

8.02 Beginning on the Effective Date, Epperson and the County through its Solid Waste Management District and the 109 Board agree to cooperate in the implementation of the Solid Waste Management Plan.

8.03 Beginning on the Effective Date, the County may review the technical design and standards for construction and operation of the Landfill, and to comment or challenge the permit applications in order to assure that the design meets appropriate standards.

9. Access to County Property

Epperson hereby reaffirms its earlier commitment to provide reasonable access from a public road to property that Epperson deeded to Grant County, adjacent to the Landfill haul road. The parties agree to promptly commence discussions as to the possible locations for access to the County's property, such discussions to include consideration of a purchase by Epperson of property or a right of way to provide access to the property, and creating access off Epperson's haul road at the northern end of the property. The Parties shall utilize all reasonable business efforts to provide access within one (1) year of the Effective Date.

10. Operation of Landfill

Beginning on the Effective Date, Epperson agrees to do the following with respect to operation of the Landfill:

10.01 Compliance with Laws. Epperson shall at all times operate the Landfill in full compliance with all federal, state and local laws and regulations.

10.02 Rejection of Waste. Epperson shall have the right to reject any Solid Waste that the Landfill, in its sole judgment, believes may be hazardous or dangerous to the environment. Epperson shall have the obligation to reject any Solid Waste that it is not permitted by law to accept.

10.03 County Inspection. The County, the 109 Board, and their agents shall have the right to inspect the Landfill at any time without prior notice, to verify compliance with the terms of this Agreement and any applicable laws. Epperson will arrange a Company representative to accompany representatives of the County during any such inspection within a reasonable time. Epperson shall arrange to accompany the County representatives within fifteen (15) minutes of any such request made during Hours of Operation and within thirty (30) minutes of such request during non-operating hours.

10.04 Litter. Epperson shall require Commercial Haulers transporting Solid Waste to the Landfill to cover their loads and insure that vehicles are completely empty when leaving the Landfill in order to avoid wind-blown litter.

10.05 Vehicle Regulation. Epperson shall cooperate with County and State law enforcement officials and with waste haulers to enforce speed limits on County roads. Epperson shall advise all haulers transporting waste to the Landfill to prevent the emission of windblown litter from their vehicles. Epperson shall also advise haulers that they are required to obtain a permit from the County to transport waste on County roads.

10.06 Highway Cleanup. Epperson shall be responsible for collecting litter which results from operation of the Landfill or transportation of Solid Waste to the Landfill from the Landfill gate west on Cynthiana Street to the intersection of Cynthiana Street and Epperson's private haul road. Epperson shall use reasonable efforts to prevent mud or debris from being tracked onto Cynthiana Street or State Route 25 from the Landfill.

10.07 Hours of Operation. Unless otherwise required due to emergency circumstances, Epperson shall not

(a) Accept Solid Waste for disposal at the Landfill before 6:00 a.m. or after 5:00 p.m. Monday through Friday, before 8:00 a.m. or after 1:00 p.m. on Saturday, or at any time on Sunday.

(b) The above notwithstanding, for as long as Epperson retains the Pit Materials Disposal Contract ("the Contract") from AK Steel, Epperson shall be permitted to temporarily accept Solid Waste for disposal at the Landfill between 6:00 a.m. and 6:00 p.m. Monday through Friday, and between 6:00 a.m. and 4:00 p.m. on Saturday.

(c) The temporary extension of operating hours detailed in subparagraph (b) above shall be effective immediately upon the execution of this document. This extension of operating hours will terminate immediately upon the termination or completion of the contract or if less than 100% of the contract material from AK Steel is being disposed of at Epperson Landfill.

(d) The above notwithstanding, the County reserves the right to terminate the extended operating hours if it receives a substantial number of complaints from the residents living in the immediate vicinity of the landfill of noise and other disturbances related to the extended Saturday operating hours and, after written notice, Epperson is unable to satisfactorily address these issues within a reasonable time frame.

(e) For purposes of this section, emergency circumstances shall include, by example, but not be limited to, accidents that prevent timely delivery of Solid Waste to the Landfill; failure of equipment; or weather related events. On Saturdays following holidays and other Saturdays where consent (which consent may be verbal) from the Solid Waste Coordinator is obtained, hours for acceptance of Solid Waste shall be 6:00 a.m. to 4:00 p.m. In the event of an emergency, or a need for liner or cap construction on a Sunday, Epperson shall promptly notify the Solid Waste Coordinator (which notification may be verbal) of the details of the emergency, including the expected

duration of same and the efforts to be employed to eliminate the emergency, or of the need for liner or cap construction.

(f) For purposes of Host Fee calculations, all material disposed of pursuant to the Contract shall be considered to be a Solid Waste.

10.08 Prohibition of Wastes. Epperson shall not knowingly accept for disposal at the Landfill of any of the following:

- (a) Listed or characteristic Hazardous Waste
- (b) Nuclear Waste
- (c) Untreated Medical Waste
- (d) Naturally Occurring Radioactive Material
- (e) Any other waste prohibited by State or Federal Regulation.

10.09 Inspections and Locations of Wastes. Epperson shall perform daily random inspections of wastes entering the Landfill so that the detection and rejection of wastes prohibited under this section may be accomplished. Epperson shall maintain sufficient documentation to identify the source of all wastes entering the Landfill, and shall furthermore adopt procedures which will enable Epperson to locate within the Landfill any prohibited wastes which unknowingly were disposed of in the Landfill. In the event Epperson discovers that any prohibited wastes were disposed of in the Landfill they shall promptly notify the County Solid Waste Coordinator of such fact. Such notification may be verbal and shall not be required for the routine removal of tires, batteries and similar items from the Landfill.

10.10 Records. A copy of all Records submitted by Epperson or Republic or their agents and legal counsel to the Cabinet shall be forwarded to the Solid Waste Coordinator at the same time as the Records are submitted to the Cabinet. A full and complete updated copy of the current permit shall be forwarded by Epperson to the Grant County Solid Waste Coordinator within 15 days of the signing of this Agreement. Any future applications, amendments or attachments submitted or received by Epperson to or from the Cabinet shall be forwarded to the Solid Waste Coordinator by Epperson within fifteen (15) days of receipt. Epperson shall maintain documents as required under 401 KAR 48:090.

10.11 Disclosure Statements. Epperson shall deliver to the Solid Waste Coordinator, at the same time delivery is made to the Cabinet, any new or amended Key Personnel forms which are required to be filed by KRS 224.40-330 as part of Epperson's disclosure statement.

10.12 Closed Cells. Epperson shall, during the operating life of the Landfill and

the closure and post-closure care period established by 401 KAR 48:090 or subsequent legislation or regulations, maintain the cap, continue to perform groundwater monitoring and perform necessary corrective action for all areas of the Landfill used for disposal of Waste that have been closed.

10.13 Notification of Activities. In the event Epperson intends to undertake construction or some activity at the Landfill that is likely to temporarily generate extraordinary noise or odor, Epperson shall notify the Grant County Solid Waste Coordinator (which notification may be verbal). When practicable, Epperson's notice shall be at least seven (7) days prior to undertaking such construction or activity. Epperson and the Solid Waste Coordinator shall, under circumstances when seven (7) days advance notice can be provided, discuss the scope and anticipated duration of the construction or activity, and mutually agree whether to provide additional notification to the public through a newspaper ad or some other means reasonably calculated to reach a majority of the effected population.

11. Recycling

Beginning on the Effective Date, Epperson shall provide a compartmentalized recycling container at the Landfill in a location readily accessible to members of the general public to accept clean recyclables (including at a minimum, glass, metal cans, both aluminum and steel, #1 and #2 plastic, newspapers and corrugated cardboard), during normal business hours free of charge. The availability and location of this container shall be advertised by Epperson at least quarterly by insertion of a notice to the public in the Grant County News or comparable local paper where advertisements required by law to be published.

12. Free Access for Grant Countians

12.01 Beginning on the Effective Date, Epperson shall, at no cost to the County or its citizens, accept for disposal at the Landfill any Residential Waste (i) generated by residents of the County who are subscribers and participants in the County's mandatory collection program; and (ii) delivered to the Landfill by the resident or by a Person who is not a Commercial Hauler.

12.02 Beginning on the Effective Date, Epperson shall provide without charge free disposal for Solid Waste from Grant County open dump cleanups and roadway litter removal projects.

12.03 Beginning on the Effective Date, Epperson shall accept at the Landfill all major appliances ("White Goods"). The parties agree to cooperate in developing and implementing a procedure that will enable Epperson to continue accepting all White Goods throughout the Term of this Agreement.

12.04 Beginning on the Effective Date, Epperson shall provide the County, upon reasonable prior notice from the solid waste coordinator, with use of roll-off containers

for the deposit of Solid Waste from the cleanup of illegal dumps in the County, use at County community events, or such other reasonable County use as the County Solid waste coordinator may specify for up to a maximum of 52 pulls per contractual year as is subject to container and equipment availability. Any additional pulls above the 52 will be charged a flat rate of \$75.00 per pull and a \$1.00 rental rate per box per day. Epperson shall transport the container to such sites as directed by the County and shall transport and empty the container at the Landfill as needed.

13. Length of Agreement

The term of this Agreement shall be a period of ten (10) years from the Effective Date or the completion of Cell 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E and 3F as described at the Effective Date of this contract in Permit No 041-00004, whichever is shorter. If the parties have not, as of the date of the expiration of this Agreement, entered into a new agreement or a continuation of this Agreement, then and in that event, the Reversion Agreement shall become immediately applicable and the parties shall have all respective rights and obligations as set forth therein.

14. Force Majeure

If Epperson or the County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, the obligations of Epperson or the County, as the case may be, shall be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. If Epperson or the County intends to rely upon an event of Force Majeure to suspend obligations as provided in this section, such party shall notify the other party to this Agreement as soon as practicable, verbally and in writing, describing in reasonable detail the circumstances of the event of Force Majeure. The party relying upon an event of Force Majeure shall have the duty and obligation to use reasonable business efforts to cure or eliminate such event of Force Majeure and shall, during the period of such Force Majeure, periodically advise the other party of the status of the event of Force Majeure and the projected duration of same. Notice shall again be given when the effect of the Force Majeure has ceased. In no event shall Force Majeure be relied upon by Epperson to suspend payment to the County of the fees required in Section 5 for Solid Waste disposed in the Landfill or the payments required in Section 6.

15. Insurance

15.01 Commercial General Liability Insurance. Beginning on the Effective Date, Epperson shall maintain during the operation of the Landfill and any applicable post-closure care period a Commercial General Liability Policy with limits of liability no less than one million dollars (\$1,000,000). The County shall be made an additional insured on the policy. The policy shall pay on behalf of Epperson or the County for any damages for bodily injury or property damage which Epperson or the County has or will become legally liable to pay as a result of an occurrence arising from the construction or

operation of the Landfill. Epperson shall pay any deductible applied under the terms of the policy. Epperson shall provide to the County, on an annual basis, certificates of insurance evidencing that the policy is in effect. The County shall be notified by the insurance company of any cancellation, reduction in coverage, change in coverage, claim, or of any event of whatever kind or nature which might impair the ability of Epperson to comply with the provisions of this Agreement. If the Permit for the Landfill is transferred, Epperson shall maintain the policy in effect until the successor or assign of Epperson has put a substitute policy into effect to comply with this section.

15.02 Pollution Liability Insurance. Beginning on the Effective Date, Epperson shall maintain during the operation of the Landfill and any applicable post-closure care period an Environmental Remediation Legal Liability Policy with limits of liability no less than ten million dollars (\$10,000,000). The County shall be made an additional insured on the policy. The policy shall pay on behalf of Epperson or the County for any losses which Epperson or the County has or will become legally liable to pay as a result of pollution conditions on, at, under or emanating from the Landfill. Epperson shall pay any deductible applied under the terms of the policy. . Epperson shall provide to the County, on an annual basis, certificates of insurance evidencing that the policy is in effect. The County shall be notified by the insurance company of any cancellation, reduction in coverage, change in coverage, claim, or of any event of whatever kind or nature which might impair the ability of Epperson to comply with the provisions of this Agreement. If the Permit for the Landfill is transferred, Epperson shall maintain the policy in effect until the successor or assign of Epperson has put a substitute policy into effect to comply with this section.

16. Indemnification

Beginning on the Effective Date, Epperson shall indemnify and hold the County harmless from any and all claims, damages, suits or causes of action, including reasonable attorney's fees, consultant and expert witness fees, resulting from (i) the design, construction, operation or closure of the Landfill; (ii) failure of Epperson to comply with post-closure requirements; or (iii) disposal in the Landfill of Solid Waste generated in the County or Solid Waste generated in the county and then commingled with other generator's waste. Epperson shall make no claim against the County, the 109 Board or its Fiscal Court relating to the disposal in the Landfill of Solid Waste.

17. Dispute Resolution

All claims or disputes arising between the parties to this Agreement which relate to this Agreement or a breach thereof shall be resolved as follows:

(a) Notice of the claim, dispute or alleged breach shall be delivered to the other party pursuant to Section 20.01 of this Agreement;

(b) The parties shall first attempt to negotiate in good faith to resolve any claim, dispute or alleged breach;

(c) If negotiations are unsuccessful, the parties may agree to submit the claim, dispute or alleged breach to mediation, binding or non-binding arbitration, or the parties may adjudicate the claim, dispute or alleged breach in any court of competent jurisdiction.

18. Closure

18.01 Epperson shall be responsible for the closure of the Landfill and all required post-closure care in accordance with the provisions of KRS Chapter 224 and the regulations promulgated pursuant thereto.

18.02 Epperson shall provide and maintain an accurate file at the Landfill, which shall contain a copy of all documents, permit applications, modifications, renewals, enforcement actions, sampling reports, quarterly reports, and all other documents required to be maintained and transmitted to the Cabinet under KRS 224 and the regulations thereunder.

18.03 After closure of the Landfill and release of Epperson by the Cabinet from post-closure care requirements, the County shall have the right to enter the Landfill to perform maintenance on the cap, perform groundwater and surface water monitoring, and to perform corrective action necessary to protect human health or the environment. Any actions performed by or on behalf of the County pursuant to this section shall be subject to oversight and prior approval by Epperson providing that such approval shall not be unreasonably withheld. The County shall (i) provide a certificate of insurance from the entity conducting the actions demonstrating adequate coverage for damage caused by such entity, and (ii) indemnify and hold harmless Epperson from any claims, damages, suits or causes of action, including reasonable attorney and expert witness fees, resulting from the actions of the County on the Landfill.

19. Guaranty

Republic enters into this Agreement for the limited purpose of guaranteeing, beginning on the Effective Date, the performance of Epperson, pursuant to the Guaranty Agreement set forth in Schedule 4.

20. Miscellaneous

20.01 Notice. Any notices or communication required or permitted hereunder, unless otherwise specified herein, shall be in writing and sent by certified or registered mail to the addresses set forth in the caption or to such other address as either party may thereafter designate in writing.

20.02 Governing Law. This agreement shall be governed under the laws of the Commonwealth of Kentucky.

20.03 Waiver. Waiver of non-compliance at any time, by any party, of the terms or conditions of this agreement shall not be deemed a waiver of future non-compliance with such terms or conditions.

20.04 Binding. All agreements set out herein shall be binding upon and shall inure to the benefit of each of the parties hereto, and their successors and assigns and to their respective counterparts should any corporation be bought, sold, leased or the status changed in any manner including by purchase contract.

20.05 Entire Agreement; Modification. This agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understanding, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver is sought and then only to the extent set forth in such instrument.

20.06 Headings and Recitals. Neither the headings nor the recitals to this Agreement shall be interpreted to create any right or obligation on the part of any party and shall not affect the construction or interpretation of the Agreement.

20.07 Enforceability. This Agreement has been duly authorized, dated and delivered by all parties and constitutes a legal, valid, binding obligation of all the parties and is enforceable in accordance with its terms.

20.08 Drafting. Both parties have been represented by counsel during the negotiation and drafting of this Agreement, and this Agreement has been drafted through the combined efforts of both parties. No provision in this Agreement shall be construed in favor of or against either party as a result of that party's participation in the drafting of such provision.

20.09 Transfer or Assignment of Agreement. Epperson may not transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the County (such consent not to be unreasonably withheld), except that Epperson may transfer and/or assign (whether by operation of law, merger or otherwise) this Agreement, and its rights and obligations under this Agreement (i) to any Affiliate; and (ii) to a third party provided that such third party expressly agrees in writing to assume each and every obligation of Epperson under this Agreement, provided that such Affiliate or Third-Party provides guarantees and financial assurances to the County equivalent to the guaranty provided herein by Republic.

[Signatures on the Following Page]

109 Board

BY: David J. Schmitt
David J. Schmitt, Chairperson

Grant County

BY: Darrell Link
Darrell Link, Judge-Executive

Republic Services of Kentucky, LLC, dba
Epperson Waste Disposal

BY: Code
TITLE: General Manager


Republic Services Inc.

BY: W. J. Epperson
TITLE: VP

109 Board

BY: _____
David J. Schmitt, Chairperson

Grant County

BY:  _____
Darrell Link, Judge-Executive

Republic Services of Kentucky, LLC, dba
Epperson Waste Disposal

BY: _____
TITLE: _____

Republic Services Inc.

BY: _____
TITLE: _____